

ASSIGNMENT

WHEREAS, Richard L. Atkinson, residing in Fitchburg, Wisconsin, USA, and Nikhil V. Dhurandhar, residing in Madison, Wisconsin, USA (hereinafter jointly referred to as "ASSIGNOR"), have invented VIRAL OBESITY METHODS AND COMPOSITIONS for which an application for Letters Patent of the United States was filed on April 6, 1998 and has been accorded Serial No. 09/056,153 (hereinafter "APPLICATION"); and

WHEREAS, Obetech, LLC (hereinafter "ASSIGNEE"), a limited liability company organized and existing under the laws of the State of Wisconsin, USA, and having its principal office in Fitchburg, Wisconsin, is desirous of acquiring an interest in APPLICATION and the invention described therein (hereinafter "INVENTION");

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, by these presents, does hereby sell, assign, and transfer unto ASSIGNEE the full and exclusive right, title, and interest for the territory of the United States of America, its territories and possessions, and for all foreign countries, in and to APPLICATION and INVENTION, including all rights of priority and other rights in APPLICATION and INVENTION under statutes of the United States of America and all conventions, treaties and international agreements to which the United States of America is a party. APPLICATION, INVENTION, applications in foreign countries for protection of INVENTION, and all Letters Patent on INVENTION are to be held and enjoyed by ASSIGNEE for its own use, and by its successors and assigns, to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this Assignment and sale not been made.

ASSIGNOR does further hereby agree to provide all reasonable aid to ASSIGNEE in the preparation, filing and prosecuting of APPLICATION, and any other application for Letters Patent, including (without limitation) applications for letters patent in countries other than the United States of America, continuations, divisionals, continuations-in-part, and applications for reissue patents, that ASSIGNEE may wish to make covering the INVENTION and investing in ASSIGNEE like exclusive right, title, and interest in and to all such other applications and resulting Letters Patent.

ASSIGNOR hereby agrees that ASSIGNOR will similarly aid ASSIGNEE in the prosecution or defense of any interference, conflict, re-examination, opposition, reissue, litigation or like proceeding that may arise involving any application for Letters Patent herein contemplated and that ASSIGNOR will execute and deliver to ASSIGNEE any and all papers that may be reasonably requested by ASSIGNEE to fully carry out the terms of this Assignment.

ASSIGNOR:

Richard L. Atkinson
Richard L. Atkinson

October 21, 1998
Date

Nikhil V. Dhurandhar
Nikhil V. Dhurandhar

October 21, 1998
Date

STATE OF WISCONSIN)
) ss:
COUNTY OF DANE)

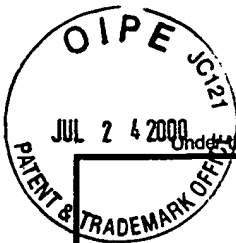
Before me personally appeared Richard L. Atkinson, to me known to be the person so identified as an ASSIGNOR in the above ASSIGNMENT, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein as being under oath on the 21st day of October, 1998.

William J. Scanlon
Notary Public, State of Wisconsin
My commission is permanent.

STATE OF WISCONSIN)
) ss:
COUNTY OF DANE)

Before me personally appeared Nikhil V. Dhurandhar, to me known to be the person so identified as an ASSIGNOR in the above ASSIGNMENT, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein as being under oath on the 21st day of October, 1998.

William J. Scanlon
Notary Public, State of Wisconsin
My commission is permanent.



STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Obetech, LLC

Application No./Patent No.: 09/056,153 Filed/Issue Date: April 6, 1998

Entitled: Viral Obesity Methods and Compositions

Obetech, LLC, a limited liability company,
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

[] in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. [] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.


[] Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

July 19, 2000
Date


Signature
Nicholas J. Seay
Typed or printed name
Attorney
Title